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December 18, 2014

Mr. Gary Shinnars
Executive Secretary
National Labor Relations Board
1099 14th Street, N.W. - Room 11602
Washington, D.C. 20570-0001

Re: Beach Lane Mgt., Inc., and FSM Mgmt., Inc.
Cases 02-CA-037219, 2-CA-037392, 2-CA-038598

Dear Mr. Shinnars:

This firm represents Bolivar Millet and Manuel Nina, charging parties in the above-referenced matters. Millet and Nina submit this reply as part of their request for review of a decision by the Office of the General Counsel, denying an appeal from a compliance determination of the Regional Director.

Charging parties refute the following contentions contained in the letter dated December 17, 2014, from Region 2 of the Board:

(1) "[T]he informal settlement agreement reached in April 2005 made the individual discriminatees whole . . ." In April 2005, a revoked settlement agreement provided that charging parties would be paid several thousand dollars, even though Millet's out-of-pocket damages for that period exceeded \$25,000 and Nina's damages exceeded \$115,000. Respondent did not even pay charging parties the amounts in the revoked settlement.

(2) "The Region . . . adjusted the amount due Millet based on evidence from Millet's wife that she informed Respondent that Millet was unable to perform certain of the supplemental repair work at issue for health reasons." Millet has never been married. Millet's girlfriend has never communicated on any topic with either the Board or respondent. Millet has never been disabled, or claimed to have been disabled, for any significant period of time.

(3) "Respondent . . . submitted evidence showing that Nina was detained by Customs during the period of his discharge for failing to declare money following his unlawful termination from Respondent." Nina was cleared of any wrongdoing in this incident, about which he provided the Board with a full explanation. Nina repeatedly responded to all requests for information from the Board.

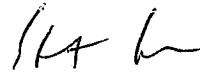
(4) "The calculations take into account the total amount of work done at the relevant building . . . and multiply the dollar amount of the work orders by the percentage of work performed by the [sic] Nina during the pre-discriminatory period." The Region does not divulge the percentage used in this calculation, but it is certainly far less than the correct figure, which would be 95 percent.

(5) "The calculations assume [charging parties] would have earned 15% of the work order amount for any work . . . they would not have performed themselves." The correct percentage for this assumption is more like 40 percent.

Due to all of these questionable "adjustments," "reductions," and "assumptions," the Region arrives at totals of \$35,824 for Millet and \$29,536 for Nina. More accurate calculations would be \$140,000 for Millet and \$385,000 for Nina.

For all of the above reasons, charging parties Bolivar Millet and Manuel Nina respectfully request that the Compliance Stipulation be vacated, and the matter returned to the Regional Director for further proceedings.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'Stuart Lichten', with a stylized flourish at the end.

Stuart Lichten

cc: Simon-Jon H. Koike (by e-mail)
Laurent Drogin, Esq. (by e-mail)
Judith Padow, Esq. (by e-mail)
Katchen Locke, Esq. (by e-mail)